

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PATRICIA D. FERRARO,)	FILED: JUNE 25, 2008
)	08CV3638
Plaintiff,)	JUDGE KENNELLY
)	MAGISTRATE JUDGE COX
v.)	No.
)	TC
BEST BUY CO., INC., a corporation;)	(Cook County No. 2008 L 005182)
and BEST BUY STORES, L.P.,)	
a limited partnership, and;)	JURY DEMAND
HEWLETT-PACKARD COMPANY,)	
a corporation,)	
)	
Defendants.)	

**DEFENDANTS' JOINT NOTICE OF REMOVAL
PURSUANT TO 28 U.S.C. §§ 1332, 1441, and 1446**

The defendants, BEST BUY CO., INC. and BEST BUY STORES, L.P., ("Best Buy") by their attorneys, THE HUNT LAW GROUP, LLC, and HEWLETT-PACKARD COMPANY, by their attorneys, BELL, BOYD & LLOYD, L.L.P., hereby give notice that this action has been removed from the Cook County Circuit Court, Law Division, of the State of Illinois, to the United States District Court for the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, and respectfully state to the Court as follows:

1. The plaintiff filed a civil complaint, captioned *Patricia D. Ferraro v. Best Buy Co., Inc., a corporation; and Best Buy Stores, L.P., a limited partnership; and Hewlett-Packard Company, a corporation*, on May 9, 2008. The complaint alleges that the plaintiff sustained injuries of a personal and pecuniary nature from the overheating of a HEWLETT-PACKARD notebook computer's power cord purchased from a Best Buy store. (See Complaint at Law, attached hereto as Exhibit A.)

2. Best Buy was served with the complaint on May 27, 2008. (See Summons and Proof of Service, attached hereto as Exhibit B.)

3. HEWLETT-PACKARD was served with the complaint on May 27, 2008. (See Summons and Proof of Service, attached hereto as Exhibit C.)

4. This Court has original jurisdiction over this action pursuant to 28 U.S.C. §§ 1332, and this action may be removed to this Court by the defendant pursuant to 28 U.S.C. § 1441(a) because it is a civil action between citizens of different states, the matter in controversy exceeds the sum of \$75,000 exclusive of interest and costs, and this Court is the District Court of the United States for the district and division encompassing the place where the action is pending.

5. The plaintiff, Patricia D. Ferraro, is now and was at the time of the commencement of this lawsuit a resident and citizen of the State of Illinois, and is not a resident or citizen of the same state as the defendant. (See letter, dated June 24, 2008, attached hereto as Exhibit D.) Specifically, the plaintiff is employed by the City of Chicago as a member of the Chicago Police Department. (See *id.*)

6. The plaintiff named BEST BUY CO., INC., as a defendant in this case. BEST BUY CO., INC., is a Minnesota Corporation with its principal place of business in Richfield, Minnesota.

7. The plaintiff named BEST BUY STORES, L.P., as a defendant in this case. To determine the citizenship of a partnership, the citizenship of each of its partnership layers and/or members must be traced through to confirm that diversity exists. See, *Hart v. Terminex Intern.* 336 F.3d 541, 543 (7th Cir. 2003). BEST BUY STORES, L.P., is a Virginia Limited Partnership with its principal place of business in Richfield, Minnesota.

8. BEST BUY STORES, L.P., is comprised of a general partner and a limited partner. The general partner of BEST BUY STORES, L.P., is BBC Property Co. BBC Property Co., is a Minnesota Corporation with its principal place of business in Richfield Minnesota. The limited partner of BEST BUY STORES, L.P., is BBC Investment Co., a Nevada Corporation with its principal place of business in Richfield, Minnesota.

9. The plaintiff named HEWLETT-PACKARD COMPANY as a defendant in this case. HEWLETT-PACKARD COMPANY is a Delaware corporation, with its principal place of business in Palo Alto, California.

10. Accordingly, neither BEST BUY CO., INC., BEST BUY STORES, L.P., nor HEWLETT-PACKARD COMPANY is a citizen or resident of the same state as the plaintiff and there is complete diversity between each of the defendants and the plaintiff pursuant to 28 U.S.C. § 1332(a)(1) and 28 U.S.C. § 1441(b).

11. As previously noted, for diversity jurisdiction to exist as a proper basis of removal, the matter in controversy must exceed the sum or value of \$75,000. 28 U.S.C. § 1332(a).

12. The plaintiff's complaint includes a prayer for "an amount in excess of \$50,000.00," which is the minimum jurisdictional requirement for lawsuits filed in the Law Division of the Cook County Circuit Court. In addition, the plaintiff's counsel has filed an affidavit, pursuant to Illinois Supreme Court Rule 222, stating that damages exceed \$50,000.00. The allegations of the plaintiff's complaint are strict products liability, negligence, and breach of implied warranty. The plaintiff seeks damage for "injuries of a personal and pecuniary nature." (See Exhibit A.) During a telephone conference with one of Hewlett-Packard's counsel, the

plaintiff's counsel advised Hewlett-Packard's counsel that the plaintiff seeks to recover damages in excess of \$75,000 for the injuries alleged in the Complaint. (See Exhibit D)

13. Accordingly, the defendants state that it is their in good faith belief that the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

14. This Notice of Removal is being filed within the thirty days of the receipt of the plaintiff's complaint as prescribed by 28 U.S.C. § 1446(b). Plaintiff's complaint was filed on May 9, 2008 and the defendants were served with a copy of the complaint on May 27, 2008. This notice is filed on June 25, 2008, within thirty days of the date of service of plaintiff's complaint. (See Exhibit B.)

15. A true and accurate copy of this Notice of Removal will be filed with the clerk of the Circuit Court of Cook County, Illinois promptly after the filing of this Notice of Removal. Written notice of the filing of this Notice of Removal and a copy of the Notice of Removal will also be provided to plaintiff's counsel, as required by 28 U.S.C. § 1446(d).

16. Attached to this Notice of Removal are true and correct copies of all process, pleadings, and orders filed in the aforesaid action. In addition to the complaint, summonses and proof of service affidavits, attached above, the remaining state court filings are attached hereto as Exhibit E.

WHEREFORE, the defendants, BEST BUY CO., INC., BEST BUY STORES, L.P., and HEWLETT-PACKARD COMPANY hereby give notice that the matter captioned *Patricia D. Ferraro v. Best Buy Co., Inc., a corporation; and Best Buy Stores, L.P., a limited partnership; and Hewlett-Packard Company, a corporation*, Case No. 08 L 005182 filed in the Law Division of the Cook County Circuit Court in the State of Illinois is removed to the United States District Court for the Northern District of Illinois, Eastern Division.

THE DEFENDANTS DEMAND A TRIAL BY JURY.

Respectfully submitted,

By: s/ W. Scott Trench
W. Scott Trench

Brian J. Hunt (6208379)
W. Scott Trench (6270751)
THE HUNT LAW GROUP, LLC
Attorneys for Defendants, BEST BUY CO., INC.
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By: s/Michael J. Hayes, Sr.
Michael J. Hayes

Michael J. Hayes, Sr. (1161725)
Daniel J. Hayes (6243089)
BELL, BOYD & LLOYD, LL.P.
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EXHIBIT A

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

FILED-16
18 MAY -9 PM 3:58
CLOCK OF CIRCUIT COURT
LAW DIVISION

PATRICIA D. FERRARO,

Plaintiff,

v.

BEST BUY CO., INC., a corporation;
and BEST BUY STORES, L.P.,
a limited partnership, and;
HEWLETT-PACKARD COMPANY,
a corporation,

Defendants.

) No.

) Plaintiff Demands Trial By Jury

COMPLAINT AT LAW

COUNT I

Strict Liability/Best Buy Co., Inc./Unsafe Power Cord/Personal Injuries

Plaintiff, PATRICIA D. FERRARO ("FERRARO"), complaining of defendant, BEST BUY CO., INC., ("BEST BUY") a corporation, states:

1. On and before May 12, 2006, BEST BUY was in the business of selling and/or distributing laptop computers at a store commonly known as "Best Buy" located at 11 Countryside Plaza Countryside, Illinois 60525.

2. On and before May 12, 2006, BEST BUY placed certain laptop computers into the stream of commerce.

3. On and before May 12, 2006, FERRARO bought from BEST BUY a new notebook laptop computer which was designed and manufactured by defendant HEWLETT PACKARD COMPANY ("HP") bearing serial number F3-06010008230B.

4. Shortly thereafter, FERRARO was using the HP laptop computer when the power cord overheated while it was resting on or near plaintiff's right forearm.

5. On May 12, 2006, and at the time it left the control of defendant, BEST BUY, the subject HP laptop was defective and in an unsafe condition in one or more of the following ways:

- a. It was manufactured and sold without adequate protection or insulation on its power cord to prevent overheating during normal and foreseeable use; and,
- b. It was manufactured and sold without adequate or sufficient warnings on instructions to purchasers such as plaintiff that it could overheat during normal or foreseeable use.

6. As a proximate result of one or more of the foregoing defective and unsafe conditions in the subject HP laptop computer, FERRARO, sustained injuries of a personal and pecuniary nature.

WHEREFORE, plaintiff, PATRICIA FERRARO, demands judgment against defendant, BEST BUY CO., INC., for a sum in excess of jurisdictional limit of the Law Division of the Circuit Court of Cook County, Illinois.

COUNT II

Negligence /Best Buy Co., Inc./Unsafe Power Cord/Personal Injuries

Plaintiff, PATRICIA D. FERRARO ("FERRARO"), complaining of defendant, BEST BUY CO., INC., ("BEST BUY") a corporation, states:

1. On and before May 12, 2006, BEST BUY owned, operated, managed, maintained and/or controlled a certain business commonly known as "Best Buy" located at 11 Countryside Plaza Countryside, Illinois 60525.

2. On May 12, 2006, BEST BUY sold laptop computers designed, manufactured and distributed by defendant Hewlett-Packard Company ("HP").

3. On May 12, 2006, FERRARO purchased from BEST BUY a new HP notebook laptop bearing serial number F3-06010008230B.

4. Shortly thereafter, FERRARO was using said laptop computer when the power cord overheated while it was resting on and in close proximity to plaintiff's right forearm.

5. On and before May 12, 2006, defendant, BEST BUY, was negligent in one or more of the following ways:

- a. Failed to adequately and properly inspect the laptop to ascertain whether it was safe;
- b. Failed to adequately and properly warn that the power cord could overheat, and,
- c. Failed to remove from its shelves said laptop when it knew or should have known it was necessary for safety to do so.

6. As a proximate result of one or more of the foregoing negligent acts or omissions plaintiff, PATRICIA FERRARO, sustained injuries of a personal and pecuniary nature.

WHEREFORE, plaintiff, PATRICIA FERRARO, demands judgment against defendant, BEST BUY CO., INC., for a sum in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County, Illinois.

COUNT III

Breach of Implied Warranty of Merchantability/Best Buy Co., Inc.

Plaintiff, PATRICIA FERRARO, complaining of defendant, BEST BUY CO., INC., a corporation, states:

1. On and before May 12, 2006, defendant BEST BUY was a merchant in the business of selling laptop computers.

2. On and before May 12, 2006, BEST BUTY sold laptop computers into the stream of commerce in Illinois.

3. On May 12, 2006, BEST BUY sold a HP notebook laptop computer to FERRARO.

4. At all times relevant, Defendant BEST BUY knew the ordinary purpose for which the aforesaid laptop computer would be used.

5. Defendant BEST BUY warranted by implication at the time of sale in accordance with the Illinois Compiled Statutes that the laptop computers were reasonably fit, sufficient and of merchantable quality for their intended and/or foreseeable use.

6. Defendant BEST BUY breached its implied warranty of merchantability by selling the laptop computer in an unfit and unsuitable condition for the purpose for which it was placed into the stream of commerce.

7. The unfitness of the aforesaid HP laptop computer existed at the time of sale and continued until the Plaintiff, PATRICIA FERRARO, was injured on May 17, 2006.

8. As a direct and proximate result of the aforesaid breaches of the implied warranty of merchantability, Plaintiff, FERRARO sustained injuries of a personal and pecuniary nature.

9. On May 17, 2006, as plaintiff was using the HP laptop computer, the powercord overheated and she sustained injuries.

10. On and before May 17, 2006, defendant BEST BUY breached the implied warranty of merchantability in one or more of the following respects:

- (a) It sold the laptop computer without adequate protection or insulation on its power cord to prevent overheating during normal and foreseeable use; and,
- (b) It sold the laptop computer without adequately warning the user, including plaintiff, regarding the danger that the power cord could overheating during normal and foreseeable use.

11. As a proximate result of one or more of the breaches of the implied warranty of fitness for patent purposes, plaintiff, PATRICIA FERRARO, sustained injuries of a personal and pecuniary nature.

WHEREFORE, plaintiff, PATRICIA FERRARO, demands judgment against defendant, BEST BUY CO., INC., a corporation, for a sum in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County, Illinois.

COUNT IV

Strict Liability/Best Buy Stores, LLP/Unsafe Power Cord/Personal Injuries

1. On and before May 12, 2006, BEST BUY STORES, LLP ("BEST BUY STORES") was in the business of selling and/or distributing laptop computers designed and manufactured by defendant Hewlett-Packard Company ("HP").

2. On and before May 12, 2006, BEST BUY STORES placed certain HP laptop computers into the stream of commerce.

3. On and before May 12, 2006, plaintiff, PATRICIA FERRARO, bought from BEST BUY STORES a HP notebook laptop bearing serial number F3-06010008230B.

4. Shortly thereafter, plaintiff was using the laptop computer when the power cord overheated while it was resting on or near plaintiff's right forearm.

5. On May 12, 2006, and at the time it left the control of defendant, BEST BUY STORES, the laptop was defective and in an unsafe condition in one or more of the following ways:

- a. It was manufactured and sold without adequate protection from overheating during normal and foreseeable use; and,
- b. It was manufactured and sold without adequate or sufficient warnings on instructions to purchasers such as plaintiff that it could overheat during normal or foreseeable use.

6. As a proximate result of one or more of the foregoing defective and unsafe conditions in the laptop computer, plaintiff, PATRICIA FERRARO, sustained injuries of a personal and pecuniary nature.

WHEREFORE, plaintiff, PATRICIA FERRARO, demands judgment against defendant, BEST BUY STORES, L.P., for a sum in excess of jurisdictional limit of the Law Division of the Circuit Court of Cook County, Illinois.

COUNT V

Negligence /Best Buy Stores, L.P. /Unsafe Power Cord/Personal Injuries

Plaintiff, PATRICIA D. FERRARO ("FERRARO"), complaining of defendant, BEST BUY STORES, L.P. ("BEST BUY STORES"), a corporation, states:

1. On and before May 12, 2006, BEST BUY STORES owned, operated, managed, maintained and/or controlled a certain business commonly known as "Best Buy" located at 11 Countryside Plaza Countryside, Illinois 60525.

2. On May 12, 2006, BEST BUY STORES sold laptop computers designed, manufactured and distributed by defendant HP.

3. On May 12, 2006, plaintiff, PATRICIA FERRARO, purchased from BEST BUY STORES a new HP notebook laptop, serial number F3-06010008230B.

4. Shortly thereafter, plaintiff was using said laptop when the power cord overheated while it was resting on and in close proximity to plaintiff's right forearm.

5. On and before May 12, 2006, defendant, BEST BUY STORES, was negligent in one or more of the following ways:

- a. Failed to adequately and properly inspect the laptop to ascertain whether it was safe;
- b. Failed to adequately and properly warn that the power cord could overheat, and,
- c. Failed to remove from its shelves said laptop when it knew or should have known it was necessary for safety to do so.

6. As a proximate result of one or more of the foregoing negligent acts or omissions plaintiff, PATRICIA FERRARO, sustained injuries of a personal and pecuniary nature.

WHEREFORE, plaintiff, PATRICIA FERRARO, demands judgment against defendant, BEST BUY STORES, L.P. for a sum in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County, Illinois.

COUNT VI

Breach of Implied Warranty of Merchantability/Best Buy Stores, L.P.

Plaintiff, PATRICIA FERRARO ("FERRARO"), complaining of defendant, BEST BUY STORES, L.P. ("BEST BUY STORES"), a corporation, states:

1. On and before May 12, 2006, defendant BEST BUY STORES was a merchant in the business of selling laptop computers.

2. On and before May 12, 2006, BEST BUY STORES sold laptop computers into the stream of commerce in Illinois.

3. On May 12, 2006, BEST BU STORES sold a HP notebook laptop computer to FERRARO.

4. At all times relevant, Defendant BEST BUY STORESknew the ordinary purpose for which the aforesaid laptop computer would be used.

5. Defendant BEST BUY STORES warranted by implication at the time of sale in accordance with the Illinois Compiled Statutes that the laptop computers were reasonably fit, sufficient and of merchantable quality for their intended and/or foreseeable use.

6. Defendant BEST BUY STORES breached its implied warranty of merchantability by selling the laptop computer in an unfit and unsuitable condition for the purpose for which it was placed into the stream of commerce.

7. The unfitness of the aforesaid HP laptop computer existed at the time of sale and continued until FERRARO was injured on May 17, 2006.

8. As a direct and proximate result of the aforesaid breaches of the implied warranty of merchantability, Plaintiff, FERRARO sustained injuries of a personal and pecuniary nature.

9. On May 17, 2006, as plaintiff was using the HP laptop computer, the powercord overheated and she sustained injuries.

10. On and before May 17, 2006, defendant BEST BUY STORES breached the implied warranty of merchantability in one or more of the following respects:

- (a) it sold the laptop computer without adequate protection or insulation on its power cord to prevent overheating during normal and foreseeable use; and,
- (b) it sold the laptop computer without adequately warning the user, including plaintiff, regarding the danger that the power cord could overheating during normal and foreseeable use.

11. As a proximate result of one or more of the breaches of the implied warranty of fitness for patent purposes, plaintiff, PATRICIA FERRARO, sustained injuries of a personal and pecuniary nature.

WHEREFORE, plaintiff, PATRICIA FERRARO, demands judgment against defendant, BEST BUY CO., INC., a corporation, for a sum in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County, Illinois.

COUNT VII

Strict Liability/Hewlett-Packard Company /Unsafe Power Cord/Personal Injuries

Plaintiff, PATRICIA FERRARO ("FERRARO"), complaining of defendant, HEWLETT-PACKARD COMPANY ("HP"), a corporation, states:

1. On and before May 12, 2006, HP was in the business of selling and/or distributing laptop computers.

2. On and before May 12, 2006, HP placed certain laptop computers into the stream of commerce.

3. On and before May 12, 2006, plaintiff, PATRICIA FERRARO, bought from HP a HP notebook laptop, serial number F3-06010008230B.

4. Shortly thereafter, plaintiff was using the laptop computer when the power cord overheated while it was resting on or near plaintiff's right forearm.

5. On May 12, 2006, and at the time it left the control of defendant, HP, the laptop was defective and in an unsafe condition in one or more of the following ways:

- a. It was manufactured and sold without adequate protection from overheating during normal and foreseeable use; and,
- b. It was manufactured and sold without adequate or sufficient warnings or instructions to purchasers such as plaintiff that it could overheat during normal or foreseeable use.

6. As a proximate result of one or more of the foregoing defective and unsafe conditions in the laptop computer, plaintiff, PATRICIA FERRARO, sustained injuries of a personal and pecuniary nature.

WHEREFORE, plaintiff, PATRICIA FERRARO, demands judgment against defendant, HEWLETT-PACKARD COMPANY, for a sum in excess of jurisdictional limit of the Law Division of the Circuit Court of Cook County, Illinois.

COUNT VIII

Negligence – HEWLETT-PACKARD COMPANY/Unsafe Power Cord/Personal Injuries

Plaintiff, PATRICIA D. FERRARO, complaining of defendant, HEWLETT-PACKARD COMPANY ("HP"), a corporation, states:

1. On and before May 12, 2006, HP owned, operated, managed, maintained and/or controlled a certain business commonly known as "Best Buy" located at 11 Countryside Plaza Countryside, Illinois 60525.

2. On May 12, 2006, HP sold laptop computers designed, manufactured and distributed by defendant HP.

3. On May 12, 2006, plaintiff, PATRICIA FERRARO, purchased from HP a new HP notebook laptop, serial number F3-06010008230B.

4. Shortly thereafter, plaintiff was using said laptop when the power cord overheated while it was resting on and in close proximity to plaintiff's right forearm.

5. On and before May 12, 2006, defendant, HP, was negligent in one or more of the following ways:

- a. Failed to adequately and properly inspect the laptop to ascertain whether it was safe;
- b. Failed to adequately and properly warn that the power cord could overheat;; and,
- c. Failed to equip the power cord with adequate and sufficient insulation to prevent overheating during normal and foreseeable use.

6. As a proximate result of one or more of the foregoing negligent acts or omissions plaintiff, PATRICIA FERRARO, sustained injuries of a personal and pecuniary nature.

WHEREFORE, plaintiff, PATRICIA FERRARO, demands judgment against defendant, HEWLETT-PACKARD COMPANY, for a sum in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County, Illinois.

COUNT IX

Breach of Implied Warranty of Merchantability/Hewlett-Packard Company

Plaintiff, PATRICIA D. FERRARO, complaining of defendant, HEWLETT-PACKARD COMPANY ("HP"), a corporation, states:

1. On and before May 12, 2006, defendant HP was a merchant in the business of manufacturing and selling laptop computers.
2. On and before May 12, 2006, HP maintained and sold laptop computers into the stream of commerce in Illinois.
3. On May 12, 2006, FERRARO bought a HP notebook laptop computer at BEST BUY.
4. At all times relevant, Defendant HP knew the ordinary purpose for which the aforesaid laptop computer would be used.
5. Defendant HP warranted by implication at the time of sale in accordance with the Illinois Compiled Statutes that the laptop computers were reasonably fit, sufficient and of merchantable quality for their intended and/or foreseeable use.
6. Defendant HP breached its implied warranty of merchantability by selling the laptop computer in an unfit and unsuitable condition for the purpose for which it was placed into the stream of commerce.
7. The unfitness of the aforesaid HP laptop computer existed at the time of sale and continued until the Plaintiff, PATRICIA FERRARO, was injured on May 17, 2006.
8. As a direct and proximate result of the aforesaid breaches of the implied warranty of merchantability, Plaintiff, FERRARO sustained injuries of a personal and pecuniary nature.
9. On May 17, 2006, as plaintiff was using the HP laptop computer, the powercord overheated and she sustained injuries.

10. On and before May 17, 2006, defendant HP breached the implied warranty of merchantability in one or more of the following respects:

- (a) It manufactured and sold the laptop computer without adequate protection or insulation on its power cord to prevent overheating during normal and foreseeable use; and,
- (b) It manufactured and sold the laptop computer without adequately warning the user, including plaintiff, regarding the danger that the power cord could overheating during normal and foreseeable use.

11. As a proximate result of one or more of the breaches of the implied warranty of fitness for patent purposes, plaintiff, PATRICIA FERRARO, sustained injuries of a personal and pecuniary nature.

WHEREFORE, plaintiff, PATRICIA FERRARO, demands judgment against defendant, HEWLETT-PACKARD COMPANY, a corporation, for a sum in excess of the jurisdictional limit of the Law Division of the Circuit Court of Cook County, Illinois.



Francis P. Morrissey

Francis P. Morrissey
Michael G. Mahoney
Burke, Mahoney & Wise
161 North Clark Street
Suite 2240
Chicago, IL 60601
312-580-2040

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

PATRICIA D. FERRARO,)
)
Plaintiff,)
)
v.) No.
)
BEST BUY CO., INC., a corporation;)
and BEST BUY STORES, L.P.,)
a limited partnership, and;)
HEWLETT-PACKARD COMPANY,)
a corporation,)
)
Defendants.)

AFFIDAVIT

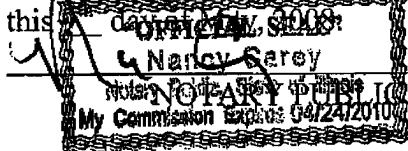
I, Francis P. Morrissey, state under oath:

1. I am an attorney associated with Burke, Mahoney & Wise and am responsible for filing of the Complaint at Law in this matter.
2. The total of money damages sought by plaintiff does exceed \$50,000.00, exclusive of interest and costs.



Francis P. Morrissey

SUBSCRIBED and SWORN to before me



Burke, Mahoney & Wise
161 North Clark Street
Suite 2240
Chicago, IL 60601
312-580-2040

EXHIBIT B

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
ALIAS - SUMMONS

38901 FPM:nc 05/09/08 08-18

(12/3/01) CEG0001

IN THE CIRCUIT COURT OF COOK COUNTY
 COUNTY DEPARTMENT, LAW DIVISION

PATRICIA D. FERRARO,

Plaintiff,

v.

BEST BUY CO., INC., a corporation;
 and BEST BUY STORES, L.P.,
 a limited partnership, and;
 HEWLETT-PACKARD COMPANY,
 a corporation,

Defendants.

No.

Please Serve:

Best Buy Co., Inc., by serving their
 their R/A: CT Corporation System
 208 S. LaSalle Street, Suite 814
 Chicago, IL 60604

SUMMONS

To each defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the office of the Clerk of this Court at the following location:

000155-1.3.1 05/09/08 16:11

REF CASE # 001 005182

1 LAW

FILED

RECEIVED

CASE TOTAL

50.00

10.00

60.00

☒ Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602

☐ District 2 - Skokie
 5600 Old Orchard Rd.
 Skokie, IL 60077

☐ District 3 - Rolling Meadows
 2121 Euclid
 Rolling Meadows, IL 60008

☐ District 5 - Bridgeview
 1022 S. 76th Ave.
 Bridgeview, IL 60455

☐ District 6 - Markham
 16501 S. Kedzie Pkwy.
 Markham, IL 60426

You must file within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days after its date.

Atty. No.: 38901

Name: Francis P. Morrissey/Burke, Mahoney & Wise

Atty. For: Plaintiff

Address: 161 N. Clark Street

City/State/Zip: Chicago, IL 60601

Telephone: (312) 580-2040

WITNESS,

DOROTHY BROWN

Clerk of Court

Date of service:

(To be inserted by officer on copy left with defendant or other person)

Service by Facsimile Transmission will be accepted at:

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS



2008L005182
 CALENDAR/ROOM A
 TIME 00:00
 Product Liability

FILED
 MAY 30 AM 10:12
 DISTRICT COURT OF COOK COUNTY, ILLINOIS
 LAW DIVISION
 DOROTHY BROWN

TYPE LAW

SHERIFF'S OFFICE OF COOK COUNTY, ILLINOIS

SHERIFF'S ORDER 059167-001L CASE NUMBER 08L005182 DEPUTY: STROM 3696-FILED DT 05-09-2008 RECEIVED DT 05-09-2008 DIE DT 06-03-2008 MULTIPLE SERVICE 1
DEFENDANTBEST BUY CO., INC.
208 S LA SALLE ST
CHICAGO IL. 60604
STE 814ATTORNEY
FRANCIS P. MORRISSEY
X
X XX. 00000
312 580-2040

PLAINTIFF PATRICIA D. FERRARO

SERVICE INFORMATION: SP CT CORP

(A) I CERTIFY THAT I SERVED THIS SUMMONS ON THE DEFENDANT AS FOLLOWS:

-1 PERSONAL SERVICE: BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT WITH THE NAMED DEFENDANT PERSONALLY.
-2 SUBSTITUTE SERVICE: BY LEAVING A COPY OF THE SUMMONS AND A COPY OF THE COMPLAINT AT THE DEFENDANT'S USUAL PLACE OF ABODE WITH SOME PERSON OF THE FAMILY OR A PERSON RESIDING THERE, OF THE AGE OF 13 YEARS OR UPWARDS, AND INFORMING THAT PERSON OF THE CONTENTS THEREOF. ALSO, A COPY OF THE SUMMONS WAS MAILED ON THE DAY OF 20, IN A SEALED ENVELOPE WITH POSTAGE FULLY PREPAID, ADDRESSED TO THE DEFENDANT AT HIS OR HER USUAL PLACE OF ABODE.
- X SAID PARTY REFUSED NAME
-3 SERVICE ON: CORPORATION X COMPANY BUSINESS PARTNERSHIP BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT (OR INTERROGATORIES) WITH THE REGISTERED AGENT, AUTHORIZED PERSON OR PARTNER OF THE DEFENDANT.
-4 CERTIFIED MAIL

(B) THOMAS J. DART, SHERIFF, BY: [Signature], DEPUTY 3696-1 SEX M/F RACE W AGE 602 NAME OF DEFENDANT BEST BUY CO., INC.WRIT SERVED ON [Signature]THIS 27 DAY OF May, 2008 TIME 10:30 A.M./P.M.

ADDITIONAL REMARKS _____

THE NAMED DEFENDANT WAS NOT SERVED [Signature]

TYPE OF BLDG _____

ATTEMPTED SERVICES

NEIGHBORS NAME _____

DATE TIME A.M./P.M.

ADDRESS _____

REASON NOT SERVED:

- | | |
|---------------------------|------------------------------|
| <u>01</u> MOVED | <u>07</u> EMPLOYER REFUSAL |
| <u>02</u> NO CONTACT | <u>08</u> RETURNED BY ATTY |
| <u>03</u> EMPTY LOT | <u>09</u> DECEASED |
| <u>04</u> NOT LISTED | <u>10</u> BLDG DEMOLISHED |
| <u>05</u> WRONG ADDRESS | <u>11</u> NO REGISTERED AGT. |
| <u>06</u> NO SUCH ADDRESS | <u>12</u> OTHER REASONS |
| | <u>13</u> OUT OF COUNTY |

FEE .00 MILEAGE .00 TOTAL .00

SG27

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
SUMMONS
 38901 FPM:nc 05/09/08 08-18

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
ALIAS - SUMMONS

(12/3/01) CCG0001

IN THE CIRCUIT COURT OF COOK COUNTY
 COUNTY DEPARTMENT, LAW DIVISION

PATRICIA D. FERRARO,

Plaintiff,

v.

BEST BUY CO., INC., a corporation;
 and BEST BUY STORES, L.P.,
 a limited partnership, and;
 HEWLETT-PACKARD COMPANY,
 a corporation,

Defendants.

No.

Please Serve:

Best Buy Stores, L.P., by serving their
 their R/A: CT Corporation System
 208 S. LaSalle Street, Suite 814
 Chicago, IL 60604

SUMMONS**To each defendant:**

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the office of the Clerk of this Court at the following location:

☒ Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602

☐ District 2 - Skokie
 5600 Old Orchard Rd.
 Skokie, IL 60077

☐ District 3 - Rolling Meadows
 2121 Euclid
 Rolling Meadows, IL 60008

☐ District 5 - Bridgeview
 1022 S. 76th Ave.
 Bridgeview, IL 60455

☐ District 6 - Markham
 16501 S. Kedzie Pkwy.
 Markham, IL 60426

You must file within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days after its date.

MAY 09 2008Atty. No.: 38901

WITNESS,

Name.: Francis P. Morrissey/Burke, Mahoney & WiseAtty. For: PlaintiffAddress: 161 N. Clark StreetCity/State/Zip: Chicago, IL 60601Telephone: (312) 580-2040**DOROTHY BROWN**

Clerk of Court

Date of service: _____

(To be inserted by officer on copy left with defendant
 or other person)

Service by Facsimile Transmission will be accepted at: _____

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

TYPE LAW

SHERIFF'S OFFICE OF COOK COUNTY, ILLINOIS

STROM 3696-

SHERIFF'S NUMBER 059169-101L CASE NUMBER 08L005182 DEPUTY:

FILED DT 05-09-2008 RECEIVED DT 05-09-2008 DIE DT 06-03-2008 MULTIPLE SERVICE 1
DEFENDANT ATTORNEY

BEST BUY STORES, L.P.

FRANCIS P. MORRISSEY

208 S LA SALLE ST

X

CHICAGO IL. 60604

X XX. 00000

STE 814

312 580-2040

PLAINTIFF PATRICIA D. FERRARO

SERVICE INFORMATION: SP CT CORP

(A) I CERTIFY THAT I SERVED THIS SUMMONS ON THE DEFENDANT AS FOLLOWS:.....1 PERSONAL SERVICE: BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT WITH THE
NAMED DEFENDANT PERSONALLY......2 SUBSTITUTE SERVICE: BY LEAVING A COPY OF THE SUMMONS AND A COPY OF THE COMPLAINT
AT THE DEFENDANT'S USUAL PLACE OF ABODE WITH SOME PERSON OF THE FAMILY OR A PERSON
RESIDING THERE, OF THE AGE OF 13 YEARS OR UPWARDS, AND INFORMING THAT PERSON OF
THE CONTENTS THEREOF. ALSO, A COPY OF THE SUMMONS WAS MAILED ON THE
DAY OF 20, IN A SEALED ENVELOPE WITH POSTAGE FULLY
PREPAID, ADDRESSED TO THE DEFENDANT AT HIS OR HER USUAL PLACE OF ABODE.

X SAID PARTY REFUSED NAME

.....3 SERVICE ON: CORPORATION X COMPANY BUSINESS PARTNERSHIP
BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT (OR INTERROGATORIES) WITH THE
REGISTERED AGENT, AUTHORIZED PERSON OR PARTNER OF THE DEFENDANT.

.....4 CERTIFIED MAIL

(B) THOMAS J. DART, SHERIFF, BY: Thomas, DEPUTY 3696-

1 SEX M/F RACE W AGE 40

2 NAME OF DEFENDANT BEST BUY STORES, L.P.

WRIT SERVED ON D. Schubert

THIS 27 DAY OF May 2008 TIME 10:30 A.M./P.M.

ADDITIONAL REMARKS

THE NAMED DEFENDANT WAS NOT SERVED. abc

TYPE OF BLDG

ATTEMPTED SERVICES

NEIGHBORS NAME

DATE TIME A.M./P.M.

ADDRESS

REASON NOT SERVED:

01 MOVED	07 EMPLOYER REFUSAL
02 NO CONTACT	08 RETURNED BY ATTY
03 EMPTY LOT	09 DECEASED
04 NOT LISTED	10 BLDG DEMOLISHED
05 WRONG ADDRESS	11 NO REGISTERED AGT.
06 NO SUCH ADDRESS	12 OTHER REASONS
	13 OUT OF COUNTY

FEE .00 MILEAGE .00 TOTAL .00

SG27

EXHIBIT C

2120 - Served
 222 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

38901 FPM:nc 05/09/08 08-18

(12/3/01) CCG0001

IN THE CIRCUIT COURT OF COOK COUNTY
 COUNTY DEPARTMENT, LAW DIVISION

PATRICIA D. FERRARO,

Plaintiff,

v.

No.

2008L045
 CALENDAR
 TIME 00:00
 Product Liability

BEST BUY CO., INC., a corporation;
 and BEST BUY STORES, L.P.,
 a limited partnership, and;
 HEWLETT-PACKARD COMPANY,
 a corporation,

Defendants.

Please Serve:

Hewlett-Packard Company, by serving
 their R/A: CT Corporation System
 208 S. LaSalle Street, Suite 814
 Chicago, IL 60604
 CASHIER: GINNY

SUMMONS

000157-1.3.1 05/09/08 16:12

REF CASE # 08L 005182

FILED
 REF SHERIFF # 059171
 CASE TOTAL 60.00
 TOTAL 190.00
 190.00

To each defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602
- ☐ District 2 - Skokie
 5600 Old Orchard Rd.
 Skokie, IL 60077
- ☐ District 3 - Rolling Meadows
 2121 Euclid
 Rolling Meadows, IL 60008
- ☐ District 4 - Maywood
 1500 Maybrook Ave.
 Maywood, IL 60153
- ☐ District 5 - Bridgeview
 1022 S. 76th Ave.
 Bridgeview, IL 60455
- ☐ District 6 - Markham
 16501 S. Kedzie Pkwy.
 Markham, IL 60426

You must file within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days after its date.

MAY 09 2008

Atty. No.: 38901
 Name.: Francis P. Morrissey/Burke, Mahoney & Wise
 Atty. For: Plaintiff
 Address: 161 N. Clark Street
 City/State/Zip: Chicago, IL 60601
 Telephone: (312) 580-2040

WITNESS, _____

DOROTHY BROWN

Clerk of Court

Date of service: _____

(To be inserted by officer on copy left with defendant or other person)

Service by Facsimile Transmission will be accepted at: _____

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

STROM 3696-

SHERIFF'S NUMBER 059171-101L CASE NUMBER 08L005182

DEPUTY:

FILED DT 05-09-2008 RECEIVED DT 05-09-2008 DIE DT 06-03-2008 MULTIPLE SERVICE 1
DEFENDANTHEWITT-PACKARD COMPANY
208 S LA SALLE ST
CHICAGO IL. 60604
STE 814ATTORNEY
FRANCIS P. MORRISSEY
X
X XX. 00000
312 580-2040

PLAINTIFF PATRICIA D. FERRARO

SERVICE INFORMATION: SP CT CORP

(A) I CERTIFY THAT I SERVED THIS SUMMONS ON THE DEFENDANT AS FOLLOWS:

-1 PERSONAL SERVICE: BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT WITH THE NAMED DEFENDANT PERSONALLY.
-2 SUBSTITUTE SERVICE: BY LEAVING A COPY OF THE SUMMONS AND A COPY OF THE COMPLAINT AT THE DEFENDANT'S USUAL PLACE OF ABODE WITH SOME PERSON OF THE FAMILY OR A PERSON RESIDING THERE, OF THE AGE OF 13 YEARS OR UPWARDS, AND INFORMING THAT PERSON OF THE CONTENTS THEREOF. ALSO, A COPY OF THE SUMMONS WAS MAILED ON THE DAY OF 20, IN A SEALED ENVELOPE WITH POSTAGE FULLY PREPAID, ADDRESSED TO THE DEFENDANT AT HIS OR HER USUAL PLACE OF ABODE. SAID PARTY REFUSED NAME
-3 SERVICE ON: CORPORATION & COMPANY BUSINESS PARTNERSHIP BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT (OR INTERROGATORIES) WITH THE REGISTERED AGENT, AUTHORIZED PERSON OR PARTNER OF THE DEFENDANT.
-4 CERTIFIED MAIL

(B) THOMAS J. DART, SHERIFF, BY: [Signature], DEPUTY 3696-

- 1 SEX M/F RACE W AGE 40
- 2 NAME OF DEFENDANT HEWITT-PACKARD COMPANY
- WRIT SERVED ON D. Schuly

THIS 27 DAY OF May 2008 TIME 10:30 A.M./P.M.

ADDITIONAL REMARKS

THE NAMED DEFENDANT WAS NOT SERVED.TYPE OF BLDG o/c

ATTEMPTED SERVICES

NEIGHBORS NAME

DATE TIME A.M./P.M.

ADDRESS

REASON NOT SERVED:

- 01 MOVED
- 02 NO CONTACT
- 03 EMPTY LOT
- 04 NOT LISTED
- 05 WRONG ADDRESS
- 06 NO SUCH ADDRESS
- 07 EMPLOYER REFUSAL
- 08 RETURNED BY ATTY
- 09 DECEASED
- 10 BLDG DEMOLISHED
- 11 NO REGISTERED AGT.
- 12 OTHER REASONS
- 13 OUT OF COUNTY

FEE .00 MILEAGE .00 TOTAL .00

SG27

EXHIBIT D

BELL BOYD
BELL, BOYD & LLOYD LLP

70 West Madison Street, Suite 3100
Chicago, Illinois 60602
312.372.1121 • Fax 312.827.8000

MICHAEL J. HAYES, SR.
312.807.4201
mhayes@bellboyd.com
Direct Fax: 312.827.8176

June 24, 2008

Francis P. Morrissey, Esq.
Burke Mahoney & Wise
161 N. Clark Street, Suite 2240
Chicago, Illinois 60601

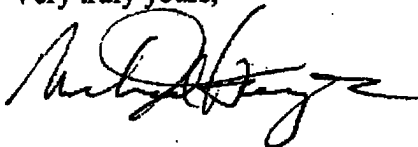
**Re: Patricia Ferraro v. Best Buy Co. and Hewlett-Packard Co.
Case No. 08 L 5182**

Dear Frank:

Thank you for taking the time to discuss the above-noted matter with me today. Specifically, we discussed the claimed value of damages you seek on behalf of your client from the Defendants. During our conversation you advised me that your client seeks damages for the injuries alleged in her complaint in excess of \$75,000. Furthermore, in an earlier telephone conference, you have advised me that the Plaintiff is employed by the City of Chicago as a member of the Chicago Police Department.

As you know, I have made this inquiry on behalf of my client in order to ascertain whether this case meets the jurisdictional requirements for removal to the United States District Court. Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Michael J. Hayes, Sr.

MVH:jzl

EXHIBIT E

Civil Action Cover Sheet

(Rev. 5/7/02) CCL 0520

38901 08-18 FPM:nc 05/09/08

PATRICIA D. FERRARO,

Plaintiff,

v.

BEST BUY CO., INC., a corporation, et al.,

Defendants.

CIVIL ACTION COVER SHEET2008L005182
CALENDAR/ROCK A
TIME 00:00
Product Liability

A Civil Action Cover Sheet shall be filed with the complaint in all civil actions. The information contained herein is for administrative purposes only and cannot be introduced into evidence. Please check the box in front of the appropriate general category and then check the subcategory thereunder, if applicable, which best characterizes your action.

Jury Demand

✓ Yes

□ No

☐ **PERSONAL INJURY/WRONGFUL DEATH**

- ☐ 027 Motor Vehicle
- ☐ 040 Medical Malpractice
- ☐ 047 Asbestos
- ☐ 048 Dram Shop
- ☒ 049 Product Liability
- ☐ 051 Construction Injuries
(including Structural Work Act, Road
Construction Injuries Act and negligence)
- ☐ 052 Railroad/FELA
- ☐ 053 Pediatric Lead Exposure
- ☐ 061 Other Personal Injury/Wrongful Death
- ☐ 063 Intentional Tort
- ☐ 064 Miscellaneous Statutory Action
(Please Specify Below**)
- ☐ 065 Premises Liability
- ☐ 078 Fen-phen/Redux Litigation
- ☐ 199 Silicone Implant

☐ **062 PROPERTY DAMAGE**☐ **066 LEGAL MALPRACTICE**☐ **TAX & MISCELLANEOUS REMEDIES**

- ☐ 007 Confession of Judgment
- ☐ 008 Replevin
- ☐ 009 Tax
- ☐ 015 Condemnation
- ☐ 017 Detinue
- ☐ 029 Unemployment Compensation
- ☐ 036 Administrative Review Action
- ☐ 085 Petition to Register Foreign Judgment
- ☐ 099 All Other Extraordinary Remedies

☐ **COMMERCIAL LITIGATION**

- ☐ 002 Breach of Contract
- ☐ 070 Professional Malpractice
(other than legal or medical)
- ☐ 071 Fraud
- ☐ 072 Consumer Fraud
- ☐ 073 Breach of Warranty
- ☐ 074 Statutory Action
(Please Specify Below**)
- ☐ 075 Other Commercial Litigation
(Please Specify Below**)
- ☐ 076 Retaliatory Discharge

☐ **077 LIBEL/SLANDER**☐ **OTHER ACTIONS**

- ☐ 084 Petition to Issue Subpoena
- ☐ 100 Petition for Discovery

**

By: 

✓ Atty. No. 38901

□ Pro Se 99500

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FILED-16
NR MAY-9 PM 3:58
DOROTHY BROWN
CLERK OF CIRCUIT COURT
LAW DIVISION
(FILE STAMP)

* * * * * N O T I C E * * * * *

CASE 08-L-005182

FERRARO PATRICIA D V. BEST BUY CO INC

THERE WILL BE A CASE MANAGEMENT CALL OF YOUR CASE ON WEDNESDAY
THE 3RD DAY OF SEPTEMBER IN ROOM 2202 AT 9:30 A.M. AT THE
DALEY CENTER COURT HOUSE, 50 WEST WASHINGTON STREET, CHICAGO, IL

* * * * * A T T E N T I O N * * * * *

ALL ATTORNEYS OF RECORD MUST APPEAR

1910 - No Fee Paid

1919 - Fee Paid

JURY DEMAND

CCG-67 (2-81)

38901 FPM:nc 05/07/08 08-18

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

PATRICIA D. FERRARO,

Plaintiff,

v.

No.

BEST BUY CO., INC., a corporation;
and BEST BUY STORES, L.P.,
a limited partnership, and;
HEWLETT-PACKARD COMPANY,
a corporation,

Defendants.

FILED-16
08 MAY -9 PM 3:58
DOROTHY BROWN
CLERK OF CIRCUIT
LAW DIVISION
2008L005187
CALENDAR ROOM A
TIME 08:00
Product Liability

JURY DEMAND

The undersigned demands a jury trial.



Francis P. Morrissey

Name: Francis P. Morrissey
Attorney for: Plaintiff
Address: 161 North Clark
Suite 2240
City: Chicago, Il 60601
Telephone: (312) 580-2040
Atty. No.: 38901

FILED-1

2008 MAY 30 AM 9:57

**CIRCUIT COURT OF COOK
COUNTY, ILLINOIS
LAW DIVISION**

DOROTHY BROWN **CLERK**

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FILED: JUNE 25, 2008
08CV3638
JUDGE KENNELLY
MAGISTRATE JUDGE COX

PATRICIA D. FERRARO,)
)
Plaintiff,)
)
v.) No.
) TC
) (Cook County No. 2008 L 005182)
BEST BUY CO., INC., a corporation;)
)
and BEST BUY STORES, L.P.,)
)
a limited partnership, and;) JURY DEMAND
)
HEWLETT-PACKARD COMPANY,)
)
)
Defendants.)
)

NOTICE OF FILING

TO: Francis P. Morrissey
Michael G. Mahoney
Burke, Mahoney & Wise
161 N. Clark Street, Suite 2240
Chicago, IL 60601

Michael J. Hayes, Sr.
Daniel J. Hayes
Bell Boyd & Lloyd
70 W. Madison Street, Suite 3100
Chicago, IL 60602

YOU ARE HEREBY NOTIFIED that on **June 25, 2008**, there was filed with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, **DEFENDANTS' JOINT NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. §§ 1332, 1441 and 1446, ATTORNEY APPEARANCE FORMS**, copies of which are attached hereto.

THE HUNT LAW GROUP, LLC

By: /s/ W. Scott Trench
W. Scott Trench
ID Number 6208397

THE HUNT LAW GROUP, LLC
Attorneys for Defendant
225 W. Washington, 18th Floor
Chicago, Illinois 60606
(312) 384 - 2300

CERTIFICATE OF SERVICE

I certify, under penalty of perjury that I accomplished service pursuant to ECF as to Filing Users and pursuant to LR 5.5 for all parties that are not Filing Users on the 25th day of June 2008, before 5:00 p.m.

/s/ W. Scott Trench
W. SCOTT TRENCH

THE HUNT LAW GROUP, LLC
Attorneys for Defendant
225 W. Washington, 18th Floor
Chicago, Illinois 60606
(312) 384 - 2300